

**TERMINAL DISCLAIMER TO OBIATE A DOUBLE PATENTING REJECTION  
OVER A "PRIOR" PATENT BASED ON AN ALLOWED APPLICATION**

Docket Number  
**10351-0007**

In re Application of: **John Albert Kembel et al.**

Application No.: **09/558,925**

Filed: **04/26/2000**

For: **Apparatus and Method for Interacting with Internet Content**

The owner\*, **Mainstream Scientific, LLC**, of **100%** (percent) interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application which would extend beyond the expiration date of the full statutory term of that U.S. Patent (the "Patent") that shall issue upon **application serial number 09/558,924** (indicated as allowed) as the term of said Patent is defined in 35 U.S.C. 154 and 173, and as the term of said Patent is presently shortened by any terminal disclaimer. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the Patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

This terminal disclaimer may be amended to replace the application serial number with the corresponding number of the Patent upon issuance of the Patent.

In making the above disclaimer, the owner does not disclaim the terminal part of the term of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of the Patent, "as the term of said Patent is presently shortened by any terminal disclaimer," in the event that said Patent later:

- expires for failure to pay a maintenance fee;
- is held unenforceable;
- is found invalid by a court of competent jurisdiction;
- is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321;
- has all claims canceled by a reexamination certificate;
- is reissued; or
- is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

1. ☐ For submissions on behalf of a business/organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the business/organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2. ☒ The undersigned is an attorney or agent of record. Reg. No. 32,631

\_\_\_\_\_  
/Jonathan A. Small/  
Signature

\_\_\_\_\_  
December 21, 2007  
Date

\_\_\_\_\_  
Jonathan A. Small  
Name of person signing

\_\_\_\_\_  
650-941-4470  
Tel. number

Terminal disclaimer fee under 37 CFR 1.20(d) included.

**WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.**

\*Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by the assignee (owner).  
Form PTO/SB/96 may be used for making this certification. See MPEP § 324.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Mainstream Scientific, LLC

Application No./Patent No./Control No.: 09/558,925

Filed/Issue Date: 4/26/2000

Entitled: Apparatus and Method for Interacting with Internet Content

Mainstream Scientific, LLC, a Limited Liability Company

(Name of Assignee)

(Type of Assignee: corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest, or
2. ☐ an assignee of less than the entire right, title and interest (The extent (by percentage) of its ownership interest is % ) in the patent application/patent identified above

by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel , Frame , or a true copy of the original assignment is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Kembel et al. To: DoDots, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel 11182, Frame 0992, or for which a copy thereof is attached.

2. From: DoDots, Inc. To: Sherwood Partners, Inc.

A copy thereof is attached.

3. From: Sherwood Partners, Inc. To: Innovation Management Sciences

A copy thereof is attached.

4. From: Innovation Management Sciences To: Mainstream Scientific, LLC

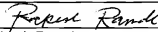
A copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature			
Name	Rakesh Ramde President, Mainstream Scientific, LLC		
Date	December 21, 2007	Telephone	650-969-8300

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

### Assignment of Patent Rights

For good and valuable consideration, the receipt of which is hereby acknowledged, Innovation Management Sciences, a partnership organized under the laws of California, having an office at 970 Terra Bella Avenue, Suite 8, Mountain View, California 94043 ("Assignor") does hereby sell, assign, transfer and convey unto Mainstream Scientific, LLC, a California limited liability company having an office at 650 Castro Street, Suite 120-333, Mountain View, CA 94041 ("Assignee") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

<u>Serial / Patent No.</u>	<u>Filing Date</u>	<u>Country</u>
60/131,083	26 April 1999	US
60/131,114	26 April 1999	US
60/131,115	26 April 1999	US
60/176,687	18 January 2000	US
60/176,699	18 January 2000	US
09/558,922	26 April 2000	US
09/558,923	26 April 2000	US
09/558,924	26 April 2000	US
09/558,925	26 April 2000	US
PCT/US00/11507	26 April 2000	PCT
60/177,860	24 January 2000	US
60/193,872	31 March 2000	US
60/230,540	5 September 2000	US
09/703,499	31 October 2000	US
60/252,029	17 November 2000	US

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris

Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Mountain View, CA on November 16, 2005.

ASSIGNOR

By: Rakesh Ramde  
Name: Rakesh Ramde  
Title: Officer

(Signature MUST be notarized)

State of California )  
County of Santa Clara ) SS.:

On Nov-16th, 2005, before me, Rajendra K. Dhawan, Notary Public, personally appeared Rakesh Ramde ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



**BEST AVAILABLE COPY****GENERAL ASSIGNMENT**

This Assignment is made this 16th day of January 2001, by DoDots, Inc., located at, 501 Ellis Street, Mountain View, California 94043, hereinafter referred to as Assignor, to Sherwood Partners, Inc., a California corporation, California, hereinafter referred to as Assignee.

**WITNESSETH:** That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer unto Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture and fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney and to the attorney, if any, for Assignor.

If any dividends to creditors shall remain unclaimed for a period of one year after issuance of the final dividend checks, then the same shall become the property of Assignee and used to supplement its fees for services rendered in administering this Assignment. Any interest that may be earned on funds administered under this Assignment shall belong to and are hereby assigned to Assignee as additional fees for its services hereunder.

01/17/2001 14:41 D JTS, INC. + 13184778402

NO.783 0005

Sent By: SHERWOOD PARTNERS INC.;

310 477 8402;

Jan-16-01 8:04AM;

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**BEST AVAILABLE COPY**

Assignee is also authorized and empowered to appoint such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by Assignee.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

**TAX I.D. NUMBERS:**

Assignor:

DoDats, Inc.

#

By: \_\_\_\_\_

Its: \_\_\_\_\_

Assignee:

Sherwood Partners, Inc.

#

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT D

### Assignment of Patent Rights

For good and valuable consideration, the receipt of which is hereby acknowledged, Sherwood Partners,, Inc., a California corporation, having offices at 101 University Avenue, Suite 100, Palo Alto, CA 94301 ("Assignor"), in its sole and limited capacity as Assignee for the Benefit of Creditors of DoDots, Inc., does hereby sell, assign, transfer and convey unto Innovation Management Sciences, a partnership organized under the laws of California, having an office at 970 Terra Bella Avenue, Suite 8, Mountain View, California 94043 ("Assignee") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

<u>Serial / Patent No.</u>	<u>Filing Date</u>	<u>Country</u>
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60/252,029	17 November 2000	US

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Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to

pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at \_\_\_\_\_, on \_\_\_\_\_.

ASSIGNOR

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Signature MUST be notarized)

State of CALIFORNIA

County of SANTA CLARA

) SS:

**HERBERT L. HAMERSLOUGH**

On FEB 8, 2004, before me, \_\_\_\_\_, Notary Public, personally appeared MICHAEL MAIBACH, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

